INVITATION TO BID	OF I	BIDS WILL BE PUBLICLY OPENED:
STATE OF LOUISIANA		JUN 06, 2006 10:00 AM
DIVISION OF ADMINISTRATION		
OFFICE OF STATE PURCHASING	THIN SEC	PURCHASING AGENCY NO.: 107001
====> VENDOR NO. : SOLICITATION : 2207740 FILE NO. : N42134J OPENING DATE : 06/06/06  ====>  VENDOR NAME AND ADDRESS  ====>  FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII		AGENOT HEGINO:
HAMMOND DEVELOPMENTAL CENTER		
FANS/BOIL IN BAG SCRAMBLED EGGS		
1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIF 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRT' LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL	Y (30) DAYS. ( VILL NOT BE CO CTS, CASH DIS	CASH DISCOUNTS FOR ONSIDERED IN COUNTS WILL BE ACCEPTED AND TAKEN OTHER, IF REQUIRED.
INSTRUCTION	NS TO BIDDERS	S
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOUTHE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPEC	OR AS OTHER' WITHIN 30 DA' OR	FOLD HERE> WISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" LYS AFTER RECEIPT OF PROPERLY EXECUTED  ROF BID.  RINED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH PE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION.  10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUR BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF	TERMS AND ( ITH ALL INSTF UT COLLUSION	CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED RUCTIONS TO BIDDERS, TERMS, CONDITIONS AND N OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		IAME OF BIDDER TYPED OR PRINTED)

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

NA

#### 13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN
ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT
BID.

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

## 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

## 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

## 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

## 18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

## 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

## 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

## 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

## 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

## 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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- 1 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 2 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 3 DELIVERIES: ARE TO BE MADE BETWEEN THE HOURS OF 8:00 A.M. AND 2:00 P.M. MONDAY THRU FRIDAY EXCEPT HOLIDAYS. NORMAL DELIVERIES OF THE ITEMS WILL BE ON A (DAILY, WEEKLY, MONTHLY, ETC.) BASIS, HOWEVER AGENCY RESERVES THE RIGHT TO SPECIFY THE ITEMS AND QUANTITIES OF EACH ITEM TO BE DELIVERED ON A PER CALL BASIS BY AGENCY TO VENDOR.

VENDOR CONTACT PERSON: NANCY HUTCHINSON

CONTACT PHONE NUMBER: 225-567-7393\_

CONTACT FAX NUMBER: 225-567-7563

- 4 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 5 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 6 "THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS BY THE LEGISLATURE TO FULFILL THE REQUIREMENTS OF THE CONTRACT. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF A CONTRACT OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR OR FOR ANY OTHER LAWFUL PURPOSE AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED."

RICE S	HEEI	INVITATION		U .	
	: 2207740 : 06/06/06 TIME: 10:00 AM :	BIDDER:			PA
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTA
	UNLESS SPECIFIED ELSEWHERE SHIP TO: HAMMOND DEVELOPMENTAL CENTER FANS WAREHOUSE: SANDY THOMPSON 45439 LIVE OAK DRIVE HAMMOND, LA 70401				
00001	COMMODITY CODE: 385-30-000000	25020	LB		
	EGGS, COOK-N-BAG SCRAMBLED EGG MIX (EZE)  TO BE DELIVERED AS REQUESTED BY AGENCY FOR A PERIOD JULY 1, 2005 THRU JUNE 30, 2006. REQUEST ARE ANTICIPATED TO BE MONTHLY.				
	INGREDIENTS; WHOLE EGGS, WHEY, EGG WHITES, SKIM MILK, (PARTIALLY HYDRO- GENATED SOYBEAN OIL AND COTTON SEED OIL, MEDIUM CHAIN TRIGLYCERIDES AND FLAVOR) CITRIC ACID, 0.17% WATER ADDED AS A CARRIER FOR CITRI ACIDS, ZANTHUM GUM, ANNATO (FOR COLOR). GENERAL INFORMATION: FROZEN SCRAMBLED EGG MIX (91038-65744-00) IS A PASTUERIZE LIQUID EGG MIX PRODUCT THAT IS ASAPTICALLY PACKAGED IN FIVE POUND COON- IN-BAGS AND FROZEN FOR LONGER SHELF LIFE THE PRODUCT CONFORMS TO THE REQUIREMENTS OF THE U.S. FOOD, DRUG AND COSMETIC ACT AND IS PACKAGED IN A MANNER THAT WILL ALLOW IT TO EXCEED THE SHELF LIFE WHEN STORED AT 0 DEGREES F. OFR BELOW. THIS PRODUCT IS PROCESSAED AND PACKAGED UNDER USDA SUPERVISION. THIS PRODUCT IS KOSHER DAIRY (OUD) AND IS PRODUCED UNDER O.U. SUPERVISION PACKAGED BY MICHAELD FOODS PRODUCT #91038-65744-22, ARMOUR PRODUCT #52467 OR EQUAL.				
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				